

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

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Edward Combs, Janiqua Mayo, Martin Sierra,  
Dreshon Weaver-Moore, and William Perth *on*  
*behalf of themselves and others similarly situated*  
*in the proposed FLSA Collective Action,*

Index No.: 1:22-cv-00520

**STIPULATION AND  
[PROPOSED] ORDER**

*Plaintiffs,*

*-against-*

Same Day Delivery Inc., Scott Weinstein, and  
Bene Ewerton,

*Defendants.*  
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**WHEREAS**, on January 19, 2022 Plaintiffs Edward Combs, Janiqua Mayo, Martin Sierra, Dreshon Weaver-Moore, William Perth, Wayne Reed, and Erhauyi Omoregie (collectively, the “Plaintiffs”) filed a Complaint, against Defendants Same Day Delivery Inc., Scott Weinstein, and Bene Ewerton (collectively, the “Defendants”) alleging violations of the Fair Labor Standards Act (“FLSA”) and the New York Labor Law (“NYLL”) (the “Action”);

**WHEREAS**, Plaintiffs have executed certain arbitration agreements (the “Arbitration Agreements”);

**WHEREAS**, the Arbitration Agreements stipulate, among other things, that:

“Employee agrees that any controversy, claim, or dispute that Employee has arising out of or relating to Employee’s employment and/or separation of employment shall be adjudicated exclusively by binding Arbitration. The Arbitration will be administered by ADR Systems of America, L.L.C. (‘ADR’).”

**WHEREAS**, the Parties have agreed to refer all claims to arbitration and dismiss the Action without prejudice;

**NOW, THEREFORE**, it is hereby stipulated by and between the undersigned, attorneys for the Parties herein, that:

1. The Parties hereby stipulate and agree to submit the entire Action to a final and binding arbitration before the ADR Systems of America, L.L.C. (“ADR”);

2. For purposes of tolling and statutes of limitation, the Parties hereby stipulate and agree that all claims are to be considered filed against Defendants on January 20, 2022; and

3. Upon the filing of this Stipulation and Order, Plaintiffs’ claims against the Defendant in this Action shall be dismissed without prejudice.

4. This Stipulation may be signed in counterparts and that a facsimile copy or other electronic copies shall be deemed originals.

Dated: New York, New York  
April 12, 2022

**LEVIN-EPSTEIN & ASSOCIATES, P.C.     MILMAN LABUDA LAW GROUP PLLC**

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*Attorneys for Defendants*

**SO ORDERED:**

\_\_\_\_\_  
MARY KAY VYSKOCIL  
United States District Judge

**Dated:** \_\_\_\_\_